

EXHIBIT 4

FILED

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13 OCT 16 PM 4:03

CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 LOS ANGELES

4 Attorneys for Plaintiffs DREAM
 5 MARRIAGE GROUP, INC. and DREAM
 WORLD PARTNERS, INC.

BY: _____

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

10 DREAM MARRIAGE GROUP, INC., a)
 11 Nevada corporation, DREAM WORLD)
 12 PARTNERS, INC., a Nevada corporation)

CASE NO. CV 13-76595H

Assigned For All Purposes To:

13 Plaintiffs,

COMPLAINT FOR:

14 vs.

- 1) Breach of Fiduciary Duty;
- 2) Negligence: Breach of Duty of Care;

16 ANASTASIA POPOVA, an individual,)
 17 and DOES 1 through 10, inclusive,)

- 3) Conversion;
- 4) Claim and Delivery;
- 5) Intentional Interference with Existing Contract;
- 6) Intentional Interference with Prospective Business Advantage;
- and
- 7) Declaratory Relief

18 Defendants.

DEMAND FOR JURY TRIAL

Complaint filed:

1 Plaintiffs DREAM MARRIAGE GROUP, INC., a Nevada corporation
 2 (hereinafter "DMG") and DREAM WORLD PARTNERS, INC., a Nevada
 3 corporation (hereinafter "DWP"), hereby allege as follows:
 4

5 JURISDICTION AND VENUE

6 1. This Court has subject matter jurisdiction over this entire action
 7 pursuant to 28 U.S.C. § 1332, as Plaintiffs DMG and DWP, on the one hand, are
 8 organized under the laws of the State of Nevada and maintain their principal place
 9 of business in Nevada, and Defendant ANASTASIA POPOVA (hereinafter
 10 "Defendant"), on the other, is a resident of Los Angeles, California, and the amounts
 11 in dispute far exceed the jurisdictional minimum of \$75,000.

12 2. This Court has personal jurisdiction over Defendant by virtue of her
 13 being present in and residing in this District and Defendant's conduct, as alleged in
 14 this Complaint, is believed to have occurred in this District.

15 3. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c)
 16 because Defendant resides in this District and because a substantial portion of the
 17 events giving rise to the claims for relief stated in this Complaint are believed to
 18 have occurred in this District.
 19

20 PARTIES

21 4. DMG was and is, at all relevant times alleged herein, a corporation
 22 organized and validly existing under the laws of the State of Nevada, with its
 23 principal place of business located within the State of Nevada.

24 5. DWP was and is, at all relevant times alleged herein, a corporation
 25 organized and validly existing under the laws of the State of Nevada, with its
 26 principal place of business located within the State of Nevada.

27 6. DMG and DWP are collectively referred to herein as Plaintiffs.
 28

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4 8. Defendants DOES 1 through 10, inclusive, are sued by Plaintiffs in this
5 Complaint under fictitious names, and their true names and capacities are unknown
6 to Plaintiffs. When the true names and capacities of the fictitiously named parties
7 are ascertained, Plaintiffs will amend this Complaint by inserting their true names
8 and capacities herein. Plaintiffs are informed and believe, and thereupon allege, that
9 each of the fictitiously named defendants are responsible in some manner for the
10 acts or omissions alleged herein, and that the damages set forth in this Complaint
11 were directly and proximately caused by those defendants.

14 9. DMG owns the dating website dreammarriage.com.

18 11. In the ordinary course of managing dreammarriage.com, DWP has
19 utilized various payment service providers and processing accounts, including but
20 not limited to, PayPal, to process payments from its customers.

13. Defendant has taken control of, and prevented Plaintiffs from accessing a number of DMG's banking and processing accounts (hereinafter the "Processing Accounts"). Plaintiff is no longer able to access its accounts or the funds located within the Processing Accounts.

14. Defendant married an executive and owner of DWP and DMG.
Defendant is now separated from said executive and owner, and has initiated

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1 divorce proceedings. Plaintiffs are informed and believe, and thereupon allege, that
2 Defendant has taken control of the Processing Accounts for the improper purpose of
3 funding her divorce and lifestyle pending the dissolution of the marriage.

4 15. Plaintiffs have made repeated demands upon Defendant to provide
5 Plaintiffs with access to the Processing Accounts, and more importantly, the funds
6 in the Processing Accounts. Defendant has and continues to improperly refuse to do
7 so.

8 16. Plaintiffs have various recurring monetary obligations which cannot be
9 met so long as Defendant continues to wrongfully restrict access to the Processing
10 Accounts. If these recurring monetary obligations are not met, DWP will be unable
11 to effectively operate the dreammarriage.com website, and DMG's business will
12 cease to exist.

13 FIRST CAUSE OF ACTION

14 BREACH OF FIDUCIARY DUTY

15 [By DMG Against Defendant and DOES 1 through 50]

16 17. Plaintiffs hereby incorporate by reference Paragraphs 1 through 16 as
17 though fully set forth herein.

18 18. At all times relevant herein, Defendant was a Director of the Board and
19 held the position of Secretary and Treasurer of DMG. By virtue of these positions,
20 Defendant owed a fiduciary duty to DMG, including but not limited to the duty of
21 loyalty, the duty to avoid conflicts of interest, the duty to disclose, and the duty to
22 report and account.

23 19. Defendant breached her fiduciary duty to DMG by refusing DMG and
24 DWP access to the Processing Accounts or the funds located in the Processing
25 Accounts, such that DMG is now unable to meet obligations due and owing in order
26 to sustain its ongoing business and the dreammarriage.com website.
27
28

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20. As a direct and proximate result of Defendant's breach as described above, DMG's business has and continues to suffer, and DMG has been damaged in amount according to proof, which DMG cannot presently obtain due to the fact that Defendant has intentionally restricted DMG's access to the Processing Accounts, however, said damages are believed to be in excess of \$1,000,000.

21. Defendant has threatened to continue to restrict access to the Processing Accounts and withhold the funds in the Processing Accounts, which conduct and activities, unless restrained and enjoined by this court, will cause irreparable harm to DMG in an amount which cannot be calculated in terms of money, in that DMG will be unable to meet its ongoing obligations, and as a result, will be precluded from continuing with its business and be unable to maintain and operate the dreammarriage.com website, which DMG has developed over many years through its own expense and effort.

SECOND CAUSE OF ACTION

NEGLIGENCE: BREACH OF DUTY OF CARE

[By DMG Against Defendant and DOES 1 through 50]

22. Plaintiffs hereby incorporate by reference Paragraphs 1 through 21 as though fully set forth herein.

23. At all times relevant herein, Defendant was a Director of the Board and held the position of Secretary and Treasurer of DMG. By virtue of these positions, Defendant owed a duty of care to DMG, including but not limited to the duty to exercise reasonable business judgment in the discharge of her duties as a director and officer of DMG.

24. Defendant breached her duty of care to DMG by refusing DMG access to the Processing Accounts or the funds located in the Processing Accounts, such that DMG is now unable to meet obligations due and owing in order to sustain its ongoing business and the dreammarriage.com website.

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1 30. Defendant did not have, and presently does not have, any right to
2 ownership, possession, or use of the Processing Accounts or the funds contained in
3 the Processing Accounts.

4 31. Defendant's willful retention of possession, and continued exercise of
5 dominion and control, over the Processing Accounts, and the funds therein,
6 constitutes a substantial, wrongful, and tortious act.

7 32. As a direct and proximate result of Defendant's conversion, Plaintiffs
8 have been damaged in amount according to proof, which Plaintiffs cannot presently
9 obtain due to the fact that Defendant has intentionally prevented Plaintiffs from
10 accessing the Processing Accounts, however, said damages are believed to be in
11 excess of \$1,000,000.

12 33. Defendant has threatened to continue to restrict access to the
13 Processing Accounts and withhold the funds in the Processing Accounts, which
14 conduct and activities, unless restrained and enjoined by this court, will cause
15 irreparable harm to Plaintiffs in an amount which cannot be calculated in terms of
16 money, in that DMG will be unable to meet its ongoing obligations, and as a result,
17 will be precluded from continuing with its business and be unable to maintain and
18 operate the dreammarriage.com website, which DMG, at the direction and
19 management of DWP, has developed over many years through its own expense and
20 effort.

21 34. Plaintiffs intend to request that this Court temporarily enjoin Defendant
22 from transferring or withdrawing the funds in the Processing Account, or otherwise
23 impairing or encumbering the Processing Accounts or the funds therein, until such
24 time as Plaintiffs have had the opportunity to seek the appropriate provisional relief.

25 35. Plaintiffs are informed and believe, and thereupon allege, that
26 Defendant undertook the alleged actions and/or omissions herein with malice and a
27 conscious disregard for the rights of Plaintiffs and others, for the sole purpose of
28 benefitting herself, to the direct and substantial detriment of Plaintiffs and the

1 continuing business of dreammariage.com. Defendant has ignored her duties as an
 2 officer and director of DMG, and has utilized her position with DMG as a conduit
 3 through which her misconduct was perpetrated. Plaintiffs are further informed and
 4 believe, and thereupon allege, that Defendant is aware that her conduct is
 5 irreversibly damaging DMG's business, and DWP's ability to effectively manage
 6 the business, but has continued her wrongful possession of the Processing Accounts
 7 for her own personal benefit. Therefore, Plaintiffs are entitled to an award of
 8 exemplary and punitive damages against Defendant in an amount to be determined
 9 at trial.

11 FOURTH CAUSE OF ACTION

12 CLAIM AND DELIVERY

13 [By Plaintiffs Against Defendant and DOES 1 through 50]

14 36. Plaintiffs hereby incorporate by reference Paragraphs 1 through 35 as
 15 though fully set forth herein.

16 37. Defendant is presently in possession of, and is exercising dominion and
 17 control over the Processing Accounts and the funds therein.

18 38. Plaintiffs are entitled to immediate possession of the Processing
 19 Accounts and the funds therein.

20 39. Defendant's willful retention of possession, and continued exercise of
 21 dominion and control, over the Processing accounts, and the funds therein,
 22 constitutes a substantial, wrongful, and tortious act.

23 40. Plaintiffs are thus entitled to the immediate return of the Processing
 24 Accounts and the funds therein.

25 41. Defendant has threatened to continue to restrict access to the
 26 Processing Accounts and withhold the funds in the Processing Accounts, which
 27 conduct and activities, unless restrained and enjoined by this court, will cause
 28 irreparable harm to Plaintiffs in an amount which cannot be calculated in terms of

1 money, in that DMG will be unable to meet its ongoing obligations, and as a result,
 2 will be precluded from continuing with its business and be unable to maintain and
 3 operate the dreammarriage.com website, which DMG, at the direction and
 4 management of DWP, has developed over many years through its own expense and
 5 effort.

6 42. Plaintiffs intend to request that this Court temporarily enjoin Defendant
 7 from transferring or withdrawing the funds in the Processing Account, or otherwise
 8 impairing or encumbering the Processing Accounts or the funds therein, until such
 9 time as Plaintiffs have had the opportunity to seek the appropriate provisional relief.

10 11 FIFTH CAUSE OF ACTION

12 INTENTIONAL INTERFERENCE WITH EXISTING CONTRACT

13 [By DWP Against Defendant and DOES 1 through 50]

14 43. Plaintiffs hereby incorporate by reference Paragraphs 1 through 42 as
 15 though fully set forth herein.

16 44. DWP entered into the Management Agreement with DMG, and by
 17 virtue of that agreement, receives a management fee based upon the revenues
 18 generated by dreammarriage.com.

19 45. Despite having knowledge of the Management Agreement, Defendant
 20 has intentionally interfered and disrupted the Management Agreement, and DWP's
 21 ability to perform pursuant to the Management Agreement, by refusing to permit
 22 DWP access to the Processing Accounts, or the funds therein.

23 46. As a direct and proximate result of Defendant's interference, DWP has
 24 incurred actual and consequential damages in an amount according to proof, but
 25 believed to be in excess of \$750,000.

26 47. Plaintiffs are informed and believe, and thereupon allege, that
 27 Defendant undertook the alleged actions and/or omissions herein with malice and a
 28 conscious disregard for the rights of Plaintiffs and others, for the sole purpose of

1 benefitting herself, to the direct and substantial detriment of Plaintiffs and the
 2 continuing business of dreammarriage.com. Defendant has ignored her duties as an
 3 officer and director of DMG, and has utilized her position with DMG as a conduit
 4 through which her misconduct was perpetrated. Plaintiffs are further informed and
 5 believe, and thereupon allege, that Defendant is aware that her conduct is
 6 irreversibly damaging DMG's business, and DWP's ability to effectively manage
 7 the business, but has continued her wrongful possession of the Processing Accounts
 8 for her own personal benefit. Therefore, Plaintiffs are entitled to an award of
 9 exemplary and punitive damages against Defendant in an amount to be determined
 10 at trial.

11 12 SIXTH CAUSE OF ACTION

13 INTENTIONAL INTERFERENCE WITH PROSPECTIVE 14 BUSINESS ADVANTAGE

15 [By DMG Against Defendant and DOES 1 through 50]

16 48. Plaintiffs hereby incorporate by reference Paragraphs 1 through 47 as
 17 though fully set forth herein.

18 49. DMG has a reasonable expectation of continuing to maintain its
 19 business, the dreammarriage.com website, and specifically the customers and
 20 vendors that DMG has spent the last several years developing.

21 50. Despite having knowledge of DMG's ongoing business with its
 22 customers and vendors, and that DMG's continued relationship with these
 23 customers is dependent upon DMG's ability to access the Processing Accounts, and
 24 the funds therein, Defendant has intentionally interfered with and disrupted DMG's
 25 existing and prospective relationships with its customers, and DMG's ability to
 26 continue maintaining and operating the dreammarriage.com website, by refusing to
 27 permit DMG, and its appointed manager, DWP, access to the Processing Accounts,
 28 or the funds therein.

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1 51. In furtherance of Defendant's intentional efforts to disrupt DMG's
 2 business Defendant has breached the various duties which she owed to DMG as an
 3 officer and director, and therefore, Defendant's conduct is wrongful beyond the act
 4 of interference itself.

5 52. As a direct and proximate result of Defendant's interference, DMG's
 6 business has and continues to suffer, and DMG has incurred actual and
 7 consequential damages in an amount according to proof, but believed to be in excess
 8 of \$5,000,000.

9 53. Plaintiffs are informed and believe, and thereupon allege, that
 10 Defendant undertook the alleged actions and/or omissions herein with malice and a
 11 conscious disregard for the rights of Plaintiffs and others, for the sole purpose of
 12 benefitting herself, to the direct and substantial detriment of Plaintiffs and the
 13 continuing business of dreammariage.com. Defendant has ignored her duties as an
 14 officer and director of DMG, and has utilized her position with DMG as a conduit
 15 through which her misconduct was perpetrated. Plaintiffs are further informed and
 16 believe, and thereupon allege, that Defendant is aware that her conduct is
 17 irreversibly damaging DMG's business, and DWP's ability to effectively manage
 18 the business, but has continued her wrongful possession of the Processing Accounts
 19 for her own personal benefit. Therefore, Plaintiffs are entitled to an award of
 20 exemplary and punitive damages against Defendant in an amount to be determined
 21 at trial.

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SEVENTH CAUSE OF ACTION

DECLARATORY RELIEF

[By Plaintiff Against Defendant and DOES 1 through 50]

54. Plaintiffs hereby incorporates by reference Paragraphs 1 through 53 as though fully set forth herein.

55. A dispute has arisen and an actual controversy now exists as between Plaintiffs, on the one hand, and Defendant, on the other hand, concerning their respective rights in and to the Processing Accounts, and the funds therein.

56. A declaration of rights is therefore necessary and appropriate at this time in order that Plaintiff may ascertain its rights and duties as follow: that DMG is entitled to ownership of the Processing Accounts, and DWP is entitled to unfettered access and management of the Processing Accounts and the funds therein, and that Defendant is prohibited from accessing or otherwise exercising control over the Processing Accounts or the funds contained therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendant, and DOES 1 through 50, and each of them, jointly and severally, as follows:

1. For actual damages, compensatory, and exemplary in an amount according to proof;
2. For a temporary restraining order, a preliminary injunction, or any other provisional relief as requested herein or as the Court deems just and proper;
3. For costs of suit herein;
4. For prejudgment interest at the legal rate;
5. For attorney's fees and costs, where recoverable;

6. For declaratory relief as requested herein; and
7. For such other and further relief as the Court deems just and proper.

Dated: October 16, 2013

WATTS LAW APLC
Attorneys at Law

By: 

AARON C. WATTS
Attorneys for Plaintiffs DREAM
MARRIAGE GROUP, INC. and DREAM
WORLD PARTNERS, INC.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on the Complaint filed by Plaintiff in the above-entitled action.

Dated: October 16, 2013

WATTS LAW APLC
Attorneys at Law

By: 

AARON C. WATTS
Attorneys for Plaintiffs DREAM
MARRIAGE GROUP, INC. and DREAM
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